

11/25/02

11-27-2002

Form PTO-1594
(Rev. 10/02)
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Tab settings ⇨ ⇨ ⇨ ▼

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



102295202

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Lakeshore Health System, Inc.
4321 Fir St.
East Chicago, IN 46312

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Indiana
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: September 10, 2002

2. Name and address of receiving party(ies)

Name: Wellsource, Inc.

Internal

Address: _____

Street Address: 15431 SE 82nd Dr.

City: Clackamas State: OR Zip: 97015

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Oregon
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No NA
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,492,528

1,492,527

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Natella V. Svistunova

Internal Address: Ater Wynne LLP

Street Address: 222 SW Columbia

Suite 1800

City: Portland State: OR Zip: 97201

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

01-2704

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Natella V. Svistunova

Name of Person Signing

Signature

November 20, 2002

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

11/27/2002 GTOW11 00000013 012704 1492528

01 FC:8521
02 FC:8522

40.00 CH
25.00 CH

TRADEMARK
REEL: 002624 FRAME: 0051

TRADEMARK AGREEMENT AND ASSIGNMENT

This Agreement is entered into between Wellsource, Inc., an Oregon corporation ("WSI"), and Lakeshore Health System, Inc, an Indiana corporation ("Lakeshore").

WHEREAS, WSI has been using the WELLSOURCE word mark since 1983 and is the owner of various related word and design marks (the "WSI Marks");

WHEREAS, Lakeshore had been using the WELLSOURCE word mark and is the owner of United States federal trademark registrations for the WELLSOURCE word mark, U.S. Reg. No. 1,492,528 and the WELLSOURCE stylized letter mark, U.S. Reg. No. 1,492,527 (collectively, the "Lakeshore Wellsource Marks");

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

TERMS


1. Lakeshore, in consideration of Five Thousand and No/100 Dollars (\$5,000) from WSI, the receipt of which is hereby acknowledged, does hereby assign unto WSI all right, title and interest in and to the Lakeshore Wellsource Marks, including the WELLSOURCE word mark and including the above-referenced registrations, together with the goodwill of the business symbolized by said marks.
2. Lakeshore acknowledges that it is currently not using, and agrees to not hereinafter use, the Lakeshore Wellsource Marks including the WELLSOURCE word mark, or any similar mark to that of the Lakeshore Wellsource Marks.
3. Lakeshore shall provide such assistance as may be reasonably requested by WSI or its assigns, if any, to assist in the registrations of any WELLSOURCE mark with the United States Patent and Trademark Office and WSI agrees to pay the reasonable expenses incurred by Lakeshore.
4. This Trademark Agreement rescinds the Mutual Consent executed by the parties in 1988.

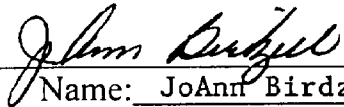
IN WITNESS HEREOF, the parties hereto have caused their duly authorized officers to execute this agreement and assignment in duplicate below:

Dated this 10th day of September, 2002.

WELLSOURCE, INC.

LAKESHORE HEALTH SYSTEM, INC.

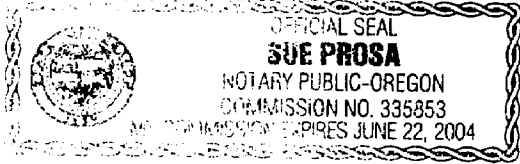
By: 
Name: Phyllis Hall
Title: Sec-Treas

By: 
Name: JoAnn Birdzell
Title: Adminsitator

STATE OF OREGON)
COUNTY OF Clackamas) ss.

On this 8th day of October, 2002, before me personally appeared Phyllis H. Co., to be known to be the President-Treasurer of Wellsource, Inc., that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Sue Prosa
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6-22-2004

STATE OF ~~ILLINOIS~~ INDIANA)
COUNTY OF LAKE) ss.

On this 10th day of September, 2002, before me personally appeared JoAnn Birdzell, to be known to be the Administrator of Lakeshore Health System, Inc., that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Kelly L. Smith
NOTARY PUBLIC FOR ~~ILLINOIS~~ INDIANA
My Commission Expires: 3-29-2007